BHRUHAT BENGALURU MAHANAGARA PALIKE

Tender for the work of

Procurement of Smaller mechanical sweeping machines 86 Numbers Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits.

O/o Executive Engineer-6
Solid Waste Management
Bruhat Bangalore Mahanagara Palike
 # 408, 4th Floor, Annex-3,
N.R Square, Bangalore-560002

Short Term Tender Notification

BRUHAT BENGALURU MAHANAGARA PALIKE

No:BBMP/EE-6/SWM/TEND/01/2024-25/CALL-2

Office of the Executive Engineer-6
Solid Waste Management
4th Floor, Annex Building-3,
N.R. Square, Bengaluru – 560002
Dated: 27.11.2024

1. The government of Karnataka under 15th Finance Grants has allocated funds for Procurement of battery operated (EV) Mechanical Street Sweeping Machines of capacity less 2 cum capacity. In view of this Procurement of battery operated (EV) Mechanical Street Sweeping Machines are planned to be taken up.
2. In view of this on behalf of the Chief Commissioner, BBMP the Executive Engineer-6 (SWM) invites Tender from eligible agencies/firms/Contractors for the work detailed in the table below. The Tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in/). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard bidding document uploaded in the KPPP portal.
3. Tender documents may be downloaded from the KPPP portal of the Government of Karnataka from 28.11.2024**.**
4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 120 days beyond the validity of the tender.
5. Tenders must be submitted online through KPPP portal on or before 16.30 hours on 13.12.2024 and the opening of tenders will be as per the KPPP portal guidelines.
6. Other details can be seen in the tender documents.

Sl. No	**Name of the Work**	**Approximate Amount put to tender (Rs.lakhs)**	**EMD (Rs.lakhs)**	**Period of Completion (including Monsoon period)**
1	Procurement of smaller mechanical sweeping machines 86 Numbers Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits.	Capex Rs.580.50 (Exclusive of Taxes)	Rs.8.80	For Supply of Machines 6 Months.

Contractor

Executive Engineer-6 (SWM)

NOTE:

1. Availability of Request for Proposal Document from 28.11.2024 16.00 hrs. Onwards.
2. Date for Receipt of Queries: 04.12.2024 up to 16.00 hrs.
3. Date of Pre Bid Meeting is on 05.12.2024 at 15.30 hrs at office of Chief Engineer, SWM, 4th Floor, Annexure-3, BBMP Complex, N.R. Square.
4. Last Date for uploading the Filled in Proposal 13.12.2024 up to 16.30 hrs.
5. Date of Opening of Technical Proposals is 16.12.2024 after 16.00 hrs.
6. Date of Opening of Financial Proposal after Approval of Technical Proposals through KPPP.
7. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in/.
8. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
9. The BBMP Bangalore reserves the right to accept/reject any are all tenders without assigning any reason thereof.
10. All the required information required for Bids must be filled and submit online.
11. For details, registration and e-payment visit GOK KPPP website https://kppp.karnataka.gov.in or contact KPPP cell at (+91-8046010000, +91-8068948777).
12. This tender notice can also be seen on the BBMP website www.bbmp.gov.in
13. Corrigendum/Addendum if any will be uploaded only in the KPPP portal.

Sd/-
Executive Engineer-6
Solid Waste Management
Bruhat Bangalore Mahanagara Palike

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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

The Bruhat Bengaluru Mahanagara Palike, Bengaluru proposes to procure Battery Operated (EV) Mechanical Street Sweeping Machines in the limits of BBMP jurisdiction. The Tenders are invited from officially registered & eligible bidders having their own manufacturing unit or approved dealers for given supply of Battery Operated (EV) Sweeping machine as per the requirement. Supply of equipment's includes free transportation and delivery and Commissioning to the BBMP jurisdiction. Or as directed by the Engineer in charge.

The objectives of Purchase of Mechanical sweeping machine and operation and maintenance are:

- To comply with Solid Waste Management Rules, 2016.
- To improve the existing standards of public health and environmental quality by establishing efficient mechanism for Municipal Solid Waste.
- Ensure clean and hygienic collection and transportation system of Municipal Solid Waste. Improve productivity of man, materials and equipment.
- To improve Visual Cleanliness of streets & reduction black spots.
- To reduce Manual Handling.
- Designated location earmarked for shifting- avoiding loading on busy streets & spillage of waste.

B. CONTENTS OF BIDDING DOCUMENT

1. Scope of Bid

1 Provisions for Supply of Battery Operated (EV) Mechanical Street Sweeping Machines by the agency as per technical specification mentioned in this document.

2 Warranty of 24 Months for the Battery Operated (EV) Mechanical Street Sweeping Machines as per the specification.

3 The specification given in the schedule is minimum requirement, the manufacturer / authorized suppliers/Authorized Dealer should design and supply for the above mentioned scope of work along with technical specifications with good performance & durability. Considering the feed input & outcome as important criteria.

4 The successful bidder shall supply additional sweeping machines at the same quoted rate or at a lesser rate than quoted price.

5 Battery Operated (EV) Mechanical Street Sweeping Machines shall sweep the Major roads in BBMP limits at day/night time of minimum 20 Km lane distance every day. The dust collected daily shall dump in the designated place. This will help in achieving the target of 20 Km lane coverage daily basis.

2. Payments

2.1. Payments by the BBMP will be made in accordance with Section VI GCC clause 13 and will be subjected in all respects to the terms and conditions of the Agreement. No party other than the supplier shall derive any rights from the Agreement.

3. Corrupt and Fraudulent Practices

3.1. The Government requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a. Defines for the purposes of this provision, the terms set forth as follows:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

3.2. Minimum eligibility criteria for participation in the bids are:-

Bidders should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

4. Eligible Bidders

4.1. A Bidder must be a manufacturer or Consortium Company with manufacturer / authorized dealer /authorized supplier as lead member or authorized dealer of the company manufacturing vehicle and equipment's.

4.2. BBMP considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under **Corrupt and Fraudulent Practices**. In pursuance of this bidders, suppliers, and contractors observe the highest standard of ethics. BBMP will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.' A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- Have controlling shareholders in common; or
- Receive or have received any direct or indirect subsidy from any of them; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of BBMP regarding this bidding process; or
- A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".
- If the Bidder penalized more than 5% of the contract amount in any Govt/ ULB's will result in disqualification of his bid.
- Bidder or his OEM should not have any history of deviations or non-compliance in meeting tender specifications/ supply declarations/ norms regarding any previous equipment supplies.

4.2.1 The Bidder should submit a Power of Attorney as per the format at Annexure-8, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at **Annexure-9.**

4.2.2. In case the Bidder is a Consortium, it shall, comply with the following requirements:

(a) Number of members in a Consortium shall not exceed 2 (two);

(b) Members of the Consortium shall nominate Manufacturer/Authorized supplier/dealer as one member as the lead member (the "Lead Member"), the Bid should contain the information required for each member of the Consortium;

(c) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at **Annexure-9**, signed by the other member of the Consortium;

(d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial.

(e) An individual Bidder cannot at the same time be member of a Consortium applying for bid Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the bid;

(f) Members of the Consortium shall enter into a binding Memorandum of Understanding (the "Memorandum of Understanding" or "MoU"), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Project and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:

i. Convey the intent of the members of the Consortium to enter into the Agreement in case the bid is awarded to the Consortium;
ii. The Lead Member would enter into the Agreement with BBMP on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement; and also the operation and maintenance.
iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the bid..

(g) MoU entered into, between the members of the Consortium shall be specific to the project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.

(h) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

(i) A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.

(j) In computing the Technical and Financial Capacity of the Bidder under Section III, the Technical and Financial Capacity of the Bidder(s)/Members of consortium would be considered. Experience of

associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

(k) The following conditions shall be adhered to while submitting the Bid:

I. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexure is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

II. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

III. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (Three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

(l) **Change in Consortium**

The Authority restricts a change in control of a Consortium; the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and Lock in period for all such consortium shall be minimum 1 year from the date of signing of agreement. In the event of dispute between the consortium members which hampers the work, change in Consortium is allowed with the prior permission of BBMP & in the event of change of consortium the lead member shall continue to be lead member at all time during the period of agreement, otherwise it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and apportion ate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

5. Eligible Goods and Related Services

5.1. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, vehicles etc.; and "related services" includes services such as operation, installation, training of operators/Helpers and driver/helpers for maintenance period.

5.2. If a Bidder that does not manufacture or produce the Goods it offers to supply, he shall submit the Manufacturer's Authorization to demonstrate that he has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.

6. Clarification of Bidding Documents

6.1. A prospective Bidders requiring any clarification of the Bidding documents may write acquires and upload in the KPPP Portal or communicate to the O/o Executive Engineer-6, SWM, 4th floor, Annex-3, N R Road, Bengaluru-02. The Purchaser will respond to any request for clarification of the tender documents which it receives before pre-bid meeting and same shall be uploaded in the KPPP portal.

6.2. BBMP is not responsible for the completeness of the Bidding Document and its addenda, if they were not issued directly from BBMP.

6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. Amendment of Tender documents

7.1. Before the deadline for submission of tenders, the BBMP may modify the bidding documents by issuing addendum.

7.2. Any addendum thus issued shall be part of the tender documents and shall be communicated through KPPP portal.

7.3. And will be binding on them.
To give prospective Bidders reasonable time in which to take an addendum into account in preparing their tenders, the BBMP shall extend as necessary the deadline for submission of tenders.

C. PREPARATION OF TENDERS

8. Cost of Bidding

8.1. The Bidders shall be accompanied by Bid processing fee for the specified amount mentioned in the KPPP portal. The supplier/manufacturer can pay the Bid processing fee in the KPPP portal using any of the following payment modes.

- Credit card
- Direct debit
- National Electronic Fund Transfer (NEFT)
- Over the counter (OTC)

8.2. For details, registration and e-payment, visit GOK KPPP website https://kppp.karnataka.gov.in

9. Language of Tender

9.1. The bid prepared by the Bidder as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Purchaser, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

10. Documents Comprising the BID

10.1. The Bid shall comprise three envelopes submitted online simultaneously, one containing the requisite EMD as per ITB clause-20 and second containing Technical Proposal and the third Price bid (Online only), The bidder pay the EMD through e-payment under any one of the four options, through Credit card, direct debit, National Electronic Fund Transfer (NEFT), Over The Counter (OTC) and the confirmation receipt shall be submitted along with the tender. And, copy of technical documents. Price Bid/ financial offer should be submitted online, in case of manual submission of Price Bid, it will be rejected.

10.2. Technical Proposals will be opened online before the specified address, date and time. The Price Proposals shall remain sealed and will be held in custody on online portal. The Technical Proposals will be evaluated. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Technical Proposals, which does not conform, to the specified requirements will be rejected as deficient Bids.

10.3. Price Proposals of technically qualified Bidders will be opened online as per key dates at the specified date and time. The Price Proposals will be evaluated and the Contract will be awarded to the Bidder who's Bid has been determined to be the lowest evaluated substantially responsive Bid.

10.4. The Technical Proposal shall contain the following:

- Technical Proposal Submission Sheet;
- Written confirmation authorizing the signatory of the Bid.
- Documentary evidence establishing the Bidder's eligibility to bid.
- Documentary evidence that the Goods and Related Services conform to the Bidding Document;
- Information in Appendix's of Technical proposal Submission Sheet
- Documentary evidence establishing the Bidder's qualifications to perform the contract.
- Manufacturers authorization if applicable
- Power of Attorney for signing of Bid
- Memorandum of Understanding in case of Consortium in the format.
- Any other document required as per the Bid Data Sheet and Tender.

10.5. The Price Proposal shall contain the following:

Price Proposal Submission Sheet filled online only.

11. Bid Submission Sheets and Price Schedules

11.1. The Bidder shall submit the Technical Proposal and the Price Proposal online using the appropriate Submission Sheets furnished in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11.2. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished online

12. Alternative Bids

12.1. Alternative bids shall not be considered.

13. Bid Prices

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

13.1. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied.

13.2. The price to be quoted in the Price Proposal Submission format including any discounts offered.

13.3. The price of the goods quoted should be on the basis of delivery at BBMP including all customs duties and taxes, Entry tax, transportation, packaging, transit insurance, RTO registration of vehicles, service tax, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted As per Technical specifications provided. The price quoted should be inclusive of all above FOR BBMP.

13.4. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

14. Currencies of Bid

Bid prices shall be quoted in the Indian Rupees.

15. Documents Establishing the Eligibility of the Bidder

15.1. To establish their eligibility Bidders shall:

a. Complete the eligibility documents as required**.**

16. Documents Establishing the Eligibility of Goods and Related Services

16.1. To establish the eligibility of the Goods and Related Services, Bidders shall complete declarations in the Price Schedule Forms.

17. Documents Establishing the Conformity of the Goods to the Bidding Document

17.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidences.

17.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements.

17.3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by Bidder in the Schedule of Supply, are intended to be descriptive only and not restrictive**.**

18. Documents Establishing the Qualifications of the Bidder

18.1. To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Evaluation and Qualification Criteria.

19. Period of Validity of Bids'

19.1. Bids shall remain valid for the period of 120 days after the bid submission deadline date prescribed by BBMP. A Bid valid for a shorter period shall be rejected by BBMP as non-responsive.

19.2. In exceptional circumstances, prior to the expiration of the bid validity period, BBMP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If validity of their Bids is extended the Earnest Money Deposit (EMD) shall also be extended for a corresponding-period. A-Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder granting the request shall not be required or permitted to modify its Bid.

20. Earnest money deposit (EMD)

20.1. The Bidder shall furnish, as part of his tender, earnest money deposit in the amount as specified. This earnest money deposit shall be in Indian Rupees and payment to be made through e-payment under any one of the four options, through Credit card, direct debit, National Electronic Fund Transfer (NEFT), Over The Counter (OTC) and the confirmation receipt shall be submitted along with the tender.

20.2. The earnest money deposit shall be denominated in Indian Rupees and shall:

a. At the bidder's option, minimum of Rs. 1,00,000 to be paid through the e-payment and balance be in the form of either a letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank /International recognized bank; The original copy of a letter of credit, a demand draft, or a bank guarantee shall be submitted to this office after closing of tender but before opening the technical bid. Even the bidder has to upload the above document as a part of technical bid document in KPPP portal.

b. Be substantially in accordance with one of the form of earnest money deposit approved by the Purchaser prior to tender submission;

c. Be payable promptly upon written demand by the Purchaser in case any of the conditions listed are invoked;

d. Be submitted in its original form; copies will not be accepted; and

e. Remain valid for a period of 120 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested

20.3. The Earnest Money Deposit (EMD) of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.4. The Earnest Money Deposit (EMD) may be forfeited:

a. If a Bidder withdraws its Bid during the period of bid validity.

b. If the successful Bidder fails to:

i. Sign the Contract
ii. Furnish a Performance Security

21. Format and signing of Tender

21.1. All pages of the Bid shall be signed or initialed by the person authorized signing the Bid. Bidder has to scan these original documents and upload at appropriate place on the online portal.

21.2. Any interlineations, erasers, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

22. Sealing and Marking of Bids

22.1. "Technical proposal, EMD submission details along with full EMD requisites" should be submitted online as well as a hard copy of the same without changing the content to be submitted to the office of Executive Engineer-6 SWM within one working day after bid submission date, **"PRICE PROPOSAL"** should be submitted online only.

23. Deadline for Submission of Bids

23.1. Bids must be uploaded no later than the date and time indicated in online notice at the online portal.

23.2. BBMP may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document as addenda, in which case all rights and obligations of BBMP and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1. Online portal shall not allow the bidder to bid after the specified time and hence bidders should take extra care of the timings of the bid submission.

25. Withdrawal, Substitution, and Modification of Bids

25.1. On the online portal bidders are allowed to withdraw, substitute, or modify its Bid before the final submission time. A Bidder will not be allowed to withdraw, substitute, or modify its Bid after the scheduled submission time.

26. Bid Opening

26.1. The technical proposal will be opened online as well as hard copy as per schedule time and date and Price proposal of only technically qualified bidders shall be opened.

26.2. Price proposals will be opened online only.

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

27.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

27.2. Any attempt by a Bidder to influence BBMP in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28. Clarification of Bids

28.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, BBMP may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by BBMP shall not be considered. BBMP request for clarification and the response shall be in writing or through e-mail. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

29. Responsiveness of Technical Proposal

29.1. BBMP determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

29.2. A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a. Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

b. Limits in any substantial way, inconsistent with the Bidding Document, BBMP rights or the Bidder's obligations under the Contract; or

c. If rectified would unfairly affect the competitive position of other Bidders presenting

d. Substantially responsive Technical Proposals

30. Nonconformities, Errors, and Omissions

30.1. Provided that a Technical Proposal is substantially responsive, BBMP may request that the Bidder submit the necessary information or documentation, within a reasonable of Price Proposals on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the individual item rate shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the least of the two shall prevail.

31. Preliminary Examination of Bids

31.1. BBMP shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been uploaded on online portal, and to determine the completeness of each document submitted.

31.2. BBMP shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing in the uploaded documents on the online portal, the offer shall be rejected.

- Technical Proposal Submission Sheet.
- Written confirmation of authorization to commit the bidder.
- Earnest Money Deposit (EMD).
- Manufacturer's Authorization, if applicable.

32. Examination of Terms and Conditions; Technical Evaluation

32.1. BBMP shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.

32.2. BBMP shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

32.3. If, after the examination of the terms and conditions and the technical evaluation, BBMP determines that the Technical Proposal is not substantially responsive it shall reject the Bid.

33. Right to Accept Any Bid, and to reject any or All Bids

33.1. BBMP reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders and without assigning any reasons.

F. AWARD OF CONTRACT

34. Award Criteria

34.1. BBMP shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

35. Right to Vary Quantities at Time of Award

35.1. At the time the Contract is awarded, BBMP reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Bid document, provided this does not exceed the 25 percentage, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document**.**

36. Notification of Award

36.1. Prior to the expiration of the period of bid validity, BBMP shall notify the successful Bidder, in writing, that its Bid has been accepted.

36.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

37. Signing of Contract

37.1. Promptly after notification, BBMP shall send to the successful Bidder the Agreement.

37.2. Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign and return it to BBMP.

38. Performance Security

38.1. Within Twenty (20) days of the receipt of notification of award from BBMP, the successful Bidder shall furnish the Performance Security equal to 5% contract value for procurement of machine cost in the form of Bank guarantee. The performance security on cost of machine shall be valid for a period of three years.

38.2. Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD). In that event BBMP may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by BBMP to be qualified to perform the Contract satisfactorily.

SECTION II – BID DATA SHEET (BDS)

	A. INTRODUCTION
1.	Executive Engineer-6, SWM on behalf of Chief Commissioner BBMP hereby invites sealed bids from competent bidders for Procurement of 86 Numbers smaller mechanical sweeping machines Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits
	B. BIDDING DOCUMENT
2.	All correspondence, collection and submission of Bidding document is to be made to the O/o Executive Engineer-6, SWM, Annexure-3, N R Square, BBMP, Bangalore.
	Clarification may be obtained prior the Pre-bid meeting as per the schedule
	C. PREPARATION OF BIDS
3.	The language of the Bid is English Response to the bids in English
4.	Alternative Bids are not permitted
5.	The prices quoted by the Bidder shall be: fixed
6.	The currency of the Bid shall be: Indian rupees.
7.	The bid validity period shall be 180 days.
8.	Bidder may contact the officials at BBMP to get any other information about the equipment's and vehicles required
	D. SUBMISSION AND OPENING OF BIDS
9.	Only one Bid is to be submitted by each bidder. Technical and financial bid should be submitted online.
10.	The written confirmation of Authorization of manufacture to sign.
	E. EVALUATION, AND COMPARISON OF BIDS
11.	Bidders are allowed to quote price in Indian Rupees only.
	F. AWARD OF CONTRACT
12.	BBMP shall award the Contract to the Bidder whose offer has been determined to be the lowest and is substantially responsive to the Bidding Document.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

A. EVALUATION CRITERIA

BBMP will evaluate and compare bids on the basis of price quoted by the eligible bidders to arrive at the least cost.

1. Technical Criteria

1.1. The minimum technical level of the Goods and Related Services offered by the bidder shall comply with the minimum acceptable level and specification for each criteria enumerated in the Schedule of Supply.

The non-compliance of the minimum acceptable criteria shall make the bidder's bid as non-substantive. Whenever possible, these criteria will be evaluated on a pass-fail basis.

2. Economic Criteria

2.1. Adjustment for Deviations from the Terms of Payment
Deviations from the Terms of Payment are not permitted.

2.2. Adjustment for Deviations in the Delivery and Completion Schedule. The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule. Bids offering delivery schedules beyond stipulated completion period shall be rejected.

2.3. Omissions or Missing Items:

The cost of omissions or missing items in the scope of supply, services, etc. would be not be considered. Bids offered for part scope of work from one lot shall be rejected.

2.4. Local Handling and Inland Transportation

Cost for inland transportation, transit insurance and other incidental costs for delivery of the goods shall be included in the PRICE. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its bid, it will be considered as included in his bid price bid.

2.5. "Command center" means online tracking of the machines with GPS tracking device and display on the big screen with monitoring staff.

B. QUALIFICATION CRITERIA

1. Financial Criteria:

The Bidder's including OEM and consortium members average turnover for any three (3) years out of last 5 Financial years shall be **Rs.11.61 crores (If the bidder is Micro and Small Enterprises The Average Turnover should be 50% of the actual turnover during the last two preceding financial years)** weightage of 10% will be given for every year turnover to bring it to current year shall be as following:

Sl. No	Description of Goods and Related services	Min Average Turnover for atleast Five financial Years (Rs in Crores)
1	**Name of Works:** Procurement of 86 Numbers smaller mechanical sweeping machines Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits	**Rs. 11.61** (If the bidder is Micro and Small enterprises The average Turnover should be 50% of the actual turnover during the last two preceding financial years)

- MSE Clause applies only for OEM not for traders or Suppliers or Dealers.

1.1. The Bidder is to submit audited statements of accounts for the three years, along with its bid as per **Annexure 5**. The Bidder has to submit a certificate from registered charted accountant on Average Turnover for these three years along with accounts and certified balance sheet certified by a registered chartered accountant supported by copies of tax returns or the these three (3) years, along with its bid. In the event that the BBMP in the Bidder's audited statement notes consistent losses or the risk of insolvency, the Bidder may be disqualified. Where necessary, BBMP will make enquiries with the Bidder's Bankers.

1.2 In case of a Consortium, the combined Technical Capacity and Financial Capacity of the Lead Member and the other member of the Consortium will be considered.

1.3 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last financial year, preceding the year in which the Bid is made. (Year-1 being latest year or base year (2023-24)

Bidder type	Net Worth	Average Annual Turnover for in Last Five years				
	Year 1	Year 1	Year 2	Year 3	Year 4	Year 5
Single entity Bidder/ Lead Member						
Other Member of Consortium						
Total						

2. Experience Criteria

2.1. The Bidder shall submit the data and information along with the work order, completion certificate and reference on past performance etc. required to demonstrate that the Bidder meets the minimum criteria as per chart attached**.**

Sl.No	Description of Goods and Related services	The equipment manufacturer should be an ISO/ Equivalent certified Company with manufacturing plant/full pledged service centre with complete workshop facilities:	Qualification and Experience Criteria Min. Supply in Last 3 years ending on the deadline for bid submission
1	For supply	The Bidder should have the following minimum qualification criteria: - **a. For Supply of equipment's**	The Bidder or Consortium members should have the following minimum qualification criteria: - • The Tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment's similar to the type specified in the schedule of Requirements upto at least **43 Nos** (Battery Operated (EV) Mechanical Street Sweeping Machines of capacity less 2 cum capacity & above capacity) in any one the last 3 financial years. To any Government departments / Urban Local bodies /National or International Airports (Purely for Runways and Roadways maintenance) for use to Govt or local bodies and these should be working satisfactorily**. (Usually not less than 50% of the requirement. However, it will be 40% with respect to Micro and small Enterprises in 2 years).** Details should be furnished along with performance letter & Purchase Order copy issued by an officer of grade not less than Executive Engineer of any Govt departments. The bidder is to certify that he / she will be able to demonstrate such min quantity of Sweeping machine. BBMP will inspect these machines to verify the claim of the bidders if necessities arise.
• Details should be furnished along with performance letter & PO copy. • The bidder is to certify that he will be able to demonstrate such min quantity of mechanical sweeping machines with chassis. • If necessary, BBMP will inspect these mechanical sweeping machines to verify the claim of the bidders.			

Contractor Executive Engineer-6 (SWM)

1.2. Has repair and service facilities/ Spare service in Bangalore, India and shall provide an undertaking that successful bidder shall either develop its own facility or authorize service center at Bengaluru for day to day maintenance of equipment's.

1.3. **Spare Parts**

As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may select to purchase from the Supplier, providing that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

Should assure the ready availability of the any or all the spare parts of the proposed equipment in India.

1. Line of credit Certificate issued by any scheduled bank for **Rs.174.15 lakhs** shall be furnished for this specific project.
2. Purchaser reserves the right to see the demonstration of the offered equipment and verify above facts.
3. Bidder shall also furnish necessary certificate from Original Equipment Manufacturer, OEM certifying that they shall provide new & unused machine in the event, they are successful bidder.
4. Further the Original Equipment manufacturer shall also certify the Date of Manufacturing along with Copy of Certified 'Bill of Lading' & 'Country of Origin' Certificate at the time of supply of Machine.
5. The Manufacturer should certify that they will supply spares and render services for the offered machines, for a minimum period of 05 years from the date of supply.
6. The manufacturer of the Machines should certify that the machine meets all minimum technical parameters as specified in the Tender.
7. The Manufacturers or the bidders have not been banned / blacklisted by any Government 'or' Semi-Government Department 'or' PSU during last Five years and does not have any Blacklisting History. If the bidders or manufacturers have been banned then this fact must be clearly stated. However, if this declaration is not furnished the bid shall be rejected.
8. –Deleted-
9. All the participating bidders shall be allowed to show proof of concept of their sweeping machine (one number) to be made available for 15 days demonstration

and to run minimum 20 Kms lane on each day and to show the satisfactory results as per the specifications with his own cost and to show the results as per the specifications and demo shall be made as per direction of the Engineer in charge. A committee will be formed to evaluate and inspect this proof of concept demonstration and the recommendations of said committee will be considered for Technical evaluation criteria for finalization of Technical bids.

Note: Bidders are required to upload only requisite documents for each of the above. If any additional documents which are not necessary and irrelevant is uploaded, it would be viewed very seriously and BBMP reserves the right to reject such tenders.

1. Bruhat Bengaluru Mahanagara Palike reserves right to accept any Tender and to annul the Tendering process and/or reject all the Tenders at any time prior to award of the contract without hereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
2. –Deleted-

SECTION IV - BIDDING FORMS

A. TECHNICAL PROPOSAL SUBMISSION SHEET

Invitation for Bid No.: _____ Date: (Insert date)

To,
Executive Engineer-6,
SWM, BBMP
4th Floor, Annexure-3,
N.R. Road, Bengaluru-560002

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addenda);

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods and Related Services:

Sl.No.	Description of Goods and Related services
1	Procurement of 86 Numbers smaller mechanical sweeping machines Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits

(c) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
(d) If our Bid is accepted, we commit to obtain a separate Performance Security of 5% percent on capital cost of the Contract Price for the due performance of the Contract. As indicated in the tender document.
(e) We are not participating, as Bidders, in more than one Bid in this bidding process.
(f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name (complete name of person signing the bid)

In the capacity of (legal capacity of person signing the bid)

Signed (signature of person)

Duly authorized to sign the Bid for and on behalf of (**name of bidder)**

Date (Insert date of signing)

B. (DETAILS OF TURNOVER)

Average Annual Turnover Proposal Submission Sheet		
Sl.No	**Year**	**Turnover (Indian Rupees)**
1	2019-20	
2	2020-21	
3	2021-22	
4	2022-23	
5	2023-24	
	Average	

Duly authorized certificate by the Chartered Accountant.

C. (DETAILS OF LITIGATION / ARBITRATION AND OTHER CLAIMS)

Sl.No	Year	Name of the Employer	Matter of dispute	Disputed amount in Rs	Whether the award was for or against the firm or pending

Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

D. MANUFACTURER'S AUTHORIZATION

Invitation for Bid No.: _____ Date: (Insert date)

To,
Executive Engineer-6,
SWM, BBMP
4th Floor, Annexure-3
N.R. Road, Bengaluru-560002

WHEREAS (Insert complete name of manufacturer) who are official manufacturers of (Insert type of goods manufactured) having factories at (Insert complete address of manufacturer) do hereby authorize (Insert complete name of bidder) to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us (insert name of goods) and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We have repair and service facilities in India and we shall either develop our own facility or authorize a service center at Bengaluru for day to day maintenance of equipment's.

Name (complete name of person signing the security)

In the capacity of (legal capacity of the person signing the security)

Signed (signature)

Duly authorized to sign the Authorization for and on behalf of (complete name of manufacturer)

Date (Insert date of signing)

Note: -This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign the document that is binding on the manufacturer.

SECTION V - SCHEDULE OF WORK

A. LIST OF GOODS AND RELATED SERVICES

Sl. No.	Description of Goods and Related services
1	Procurement of 86 Numbers smaller mechanical sweeping machines Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits

B. DELIVERY AND COMPLETION SCHEDULE:

The purpose of the delivery and completion schedule is to specify the delivery dates of the goods and related services. The delivery and completion schedule, as part of the schedule of supply constitute a contract document and, therefore it will be a part of the contract.

Sl. No.	Description of Goods and Related services	Contract completion period
1	Procurement of 86 Numbers smaller mechanical sweeping machines Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits	180 days from the date of handing over the site.
		Technical specifications mentioned (Specific values) are for optimal design however technical specifications can vary with design but dust collecting tank capacity (Total net collecting capacity) of Battery Operated (EV) mechanical sweeping machine should less than 2 cum. Also the entire system shall ensure that it works satisfactorily and comply as per prevailing RTO norms.

C. TECHNICAL SPECIFICATIONS

Technical Specification of the Sweeping Machine:

1. Shall be Battery Operated (EV) Sweeping Machine of capacity less than 2 cum capacity as per Specifications shown below and shall be fitted with adequate brushes of suitable size for satisfactory sweeping. Machine shall be able to sweep Average 8 km/hour and shall be fitted with water tank of not less than 60 litters. Shall clean in both dry and wet condition and noise level shall not be more than 65 lba or as stipulated by the competent authority.

Sl. No	Specification Description	Minimum Technical Requirement
1	**Operating Mode**	**Ride-on Battery Operated**
2	**Volume of Container (bin) in Ltrs**	**min 140**
3	**Type**	**Battery Operated**
4	**Productivity @ max fwd speed, (m2/hr) Hint : Min speed Walk behind (2000 m2/hr) Min speed Ride-on (5000 m2/hr)**	**Min 8500**
5	**Forward speed, km/hr**	**8**
6	**Operating voltage (V)**	**48**
7	**Wheels**	**Solid Rubber/Pneumatic**
8	**Material of Chassis**	**Mild Steel as per IS:2062 (Grade-A)**
9	**Material of Body**	**Polypropylene / Mild Steel as per IS:2062 (Grade-A)**
10	**Dust Control Systems**	**Dry**
11	**Climbing Gradibility (in %) Hint : Walk behind (10≤N≤20) Ride-on (15≤N≤30)**	**Min 20**
12	**Central Brush width,mm**	**Min 750**
13	**Brush speed (rpm)**	**Min 550**
14	**Number of side brushes**	**Min 2**
15	**Working width (with side brush),mm**	**Min 1200**
16	**Dia of side brushes/Ø, (mm)**	**Min 500**
17	**Power Source**	**Rechargeable Battery**
18	**Type of Battery**	**Alkaline / Lead Acid / Lithium Ion / Gel Lead Acid Battery**
19	**Battery Chargers for Rechargeable Batteries-inclusive in the scope of supply**	**YES**
20	**Number of Batteries required for operation**	**Min 4**
21	**Battery buckup time under continuous use**	**Min 6**
22	**Battery Bank voltage (V)**	**Min 48**
23	**Capacity of Battery (AH)**	**Min 100**

24	**Battery Charger**	**High efficiency type**
25	**Filter shaker**	**Electrical**
26	**Filter type**	**Cartridge/Panel**
27	**Filter surface area,(m2)**	**Min 4**
28	**Water Tanker Capacity**	**Min 60 ltrs**
29	**Battery Warranty (in Year)**	**2**
30	**Vehicle Warranty (in Year)**	**2**
31	**Features**	**Shields should be provided all sides and top to safe guard from rain, sunlight and dust, Fire Extinguisher, beacon light, front LED light, reverse alarm, dust suppression & fire prevention system.**
32	**Certificates**	**CE Certificate & NABL Certificate, IP 65 certification of control panel, Material Safety Data Sheet of Battery, MII Certificate**
33	**IOT**	**GPS & Battery Monitoring system enabled.**

For satisfactory functioning of sweeping machine.

- GPS equipment shall be fitted to all sweeping machine.
- Noise level should be maintained within prescribed range as per existing norms.
- The GPS tracking system on individual machine should be linked to the command center of the BBMP or BBMP Authorized Command Centre.

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

a) "Contract" means the Agreement entered into between BBMP and the Successful bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the Successful bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means calendar day.

e) "Delivery" means the transfer of the Goods from the Successful bidder to BBMP in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfillment of the Related Services by the Successful bidder in accordance with the terms and conditions set forth in the Contract.

g) "GCC" mean the General Conditions of Contract.

h) "Goods" means all of the commodities, raw material, machinery and equipment, compacter vehicles and/or other materials that the Successful bidder is required to supply to BBMP under Contract.

i) "Purchaser" means BBMP purchasing the Goods and Related Services.

j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training operator, driver/helper and operation and maintenance and other similar obligations of the Successful bidder under the Contract.

k) "SCC" means the Special Conditions of Contract.

l) "Successful Bidder" means the Manufacturer /Authorized dealer or a consortium company or a combination of the above, whose bid to perform the Contract has been accepted by BBMP and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Successful bidder.

2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

The Government requires that Bidder/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a) Defines for the purposes of this provision, the terms set forth as follows:

i "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii (ii)"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.2.1 Minimum eligibility criteria for participation in the bids are:-

Bidders should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of bids

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 **Entire Agreement**

The Contract constitutes the entire agreement between BBMP and the Successful bidder and Supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.3 **Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized Representative of each party thereto.

4.4. **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or Unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5 Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Successful bidder and BBMP, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Successful bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6 Joint Venture, Consortium or Association

Consortium allowed as per the clause ITB 4 (Maximum of two consortium partners).

7 Notices

Any Notice given by one party to the other pursuant to the Contract shall be in writing. The term "in writing" means communicated in written form with proof of receipt.

A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8 Jurisdiction

For all legal matters Jurisdiction shall be Bengaluru only.

9 Scope of work

The Goods and Related Services to be supplied shall be as per Schedule of Supply mentioned in the bid document

Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

10 Delivery

The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion at BBMP

11 Successful bidder Responsibilities

The Successful bidder shall supply all the Goods and Related equipment's and vehicles including consumables and parts, Brushes, battery etc complete. Services included in the Scope of work in accordance with Schedule of work.

12 Contract Price

Prices charged by the Successful bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Successful bidder in its bid.

13 Terms of Payment

The Successful bidder's request for payment shall be made to BBMP in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant upon fulfillment of all the obligations stipulated in the Contract.

Payment

(i) On Delivery: Seventy percent of the Supply of machines price shall be paid on receipt of Goods and establishing that the supplied goods broadly conform to the number and specifications of the ordered goods, further upon submission of the documents specified in SCQ Clause 3 against Bank Guarantee. The remaining will be paid at 3 equal installments at the end of each financial years as per NPV value.

13.1 Payment sha1l be made in Indian Rupees.

The payments to the bidder shall be as follows.

Sl. No.	Activity	Period of completion	% of payment	Documents required
Component 1	Procurement of 86 Numbers smaller mechanical sweeping machines Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits			
A	Capex cost against supply of Battery Operated (EV)sweeping machine.	180 days from the date of agreement.	70 % of the capital cost.	Delivery report, necessary quality certificates with photographs.
			30% withheld payment to be released in 3 years at equal instalments as per NPV on that date.	After Satisfactory running and Spare parts supply.

Payments shall be made promptly by BBMP, no later than sixty (60) days after submission of an invoice or request for payment by the Successful bidder, and BBMP has accepted it.

The payments will be made on commissioning, operation & maintenance of each of the mechanical sweeping machine independently.

14 Taxes and Duties

For goods supplied, the Successful bidder shall be entirely responsible for all taxes (Exclusive of GST), duties, Registration charges, license, Annual Insurance fees, Road tax and etc., incurred until delivery of the contracted Goods to BBMP & also during the operation and maintenance period.

The bidders needs to quote the cost as per the present prevailing taxes, However if there is any change in the tax rate (During the period between signing of agreement and completion of project) either increase or decrease BBMP will pay or deduct the difference amount.

15 Performance Security

Within Twenty (20) days of the receipt of notification of award from BBMP, the successful Bidder shall furnish the Performance Security equal to 5% contract value for procurement of machine cost in the form of Bank guarantee. The performance security on cost of machine to be valid for a period of three year. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser or
b) A cashier's cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favor of the Purchaser.; or

The Performance Security will be discharged by the Purchaser and returned to the Successful bidder not later than 60 days following the date of completion of the Successful bidder's performance obligations, including any Warranty obligations, under the Contract.

In the event of any contract amendment, the Successful bidder shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

16 Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to BBMP by the Successful bidder herein shall remain vested in the Successful bidder, or, if they are furnished to BBMP directly or through the Successful bidder by any third party, including Successful bidder's of materials, the copyright in such materials shall remain vested in such third party.

17 Confidential Information

BBMP and the Successful bidder shall not misuse documents, data, and other information received from the Successful bidder for any purposes related to the Contract.

18 Subcontracting

The Successful bidder is allowed to subcontract within consortium members.

19 Specifications and Standards

Technical Specifications

The Successful bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned Schedule of Work and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

20 Packing and Documents

The Successful bidder shall provide such packing of the Goods/spares as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any and in any other instructions ordered by BBMP.

21 Insurance

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Successful bidder has to do transit insurance of all the equipment and vehicles up to BBMP workshop/store.

22 Transportation

Transportation of the Goods shall be in accordance with the Schedule of Work.

23 Inspections and Tests

The Successful bidder shall carry out all tests and/or inspections of the Goods and Related Services by Govt. Authorized Quality inspection agencies.

The inspections and tests may be conducted on the premises of the Successful bidder, at point of delivery, and/or at the final destination of the Goods, if conducted on the premises of the Successful bidder, facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to BBMP.

BBMP designated representative shall be entitled to attend the tests and/or inspections.

Whenever the Successful bidder is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to BBMP. The Successful bidder shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable BBMP its designated representative to attend the test and/or inspection.

BBMP may require the Successful bidder to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Successful bidder reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Successful bidder's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Successful bidder shall provide BBMP with a report of the results of any such test and/or inspection. BBMP may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Successful bidder shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to BBMP, and shall repeat the test and/or inspection, at no cost to BBMP.

The Successful bidder agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by BBMP its representative, nor the issue of any report pursuant shall release the successful bidders from any warranties under the Contract.

24 Liquidated Damages

A**. For Supply** : If the successful bidders fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, BBMP may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, BBMP may terminate the Contract.

B. Warranty

The Successful bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Successful bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal conditions.

The warranty shall remain valid for Twenty-four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for Thirty (30) months after the date of shipment whichever period concludes earlier.

BBMP shall give Notice to the Successful bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof arising under this warranty.

Upon receipt of such notice, the Successful bidder shall, within the period specified in the SCC, and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Successful bidder shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

If the Successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the SCC, BBMP may proceed to take such remedial action as may be necessary, at the Successful bidder risk and expense and without prejudice to any other rights which the BBMP may have against Successful bidder under the Contract.

25 Limitation of Liability

Except in cases of gross negligence or willful misconduct:

Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful bidder to pay liquidated damages to BBMP; and

a) The aggregate liability of the Successful bidder to BBMP, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Successful bidder to indemnify BBMP with respect to patent infringement.

26 Force Majeure

The Successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful bidder. Such events may include, but not be limited to, acts of BBMP in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Successful bidder shall promptly notify BBMP in writing of such condition and the cause thereof.

27 Extension of Time

If at any time during performance of the Contract, the Successful bidder should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Successful bidder shall promptly notify BBMP in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Successful bidder notice, BBMP shall evaluate the situation and may at its discretion extend the successful bidder time for performance, in which case the extension shall be ratified by the parties by amendment.

Except in case of Force Majeure, a delay by the Successful bidder in the performance of its Delivery and Completion obligations shall render the Successful bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

28 Termination

Termination for Default

a) BBMP, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Successful bidder, may terminate the Contract in whole or in part:
   i. If the Successful bidder fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by BBMP.
   ii. If the Successful bidder fails to perform any other obligation under the Contract.

b) In the event BBMP terminates the Contract in whole or in part, BBMP may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Successful bidder shall be liable to BBMP for any additional costs for such similar Goods or Related Services.
c) If the Successful bidder, in the judgment of BBMP has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.

Termination for Insolvency

BBMP may at any time terminate the Contract by giving Notice to the Successful bidder if the bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BBMP.

Termination for Convenience

a) BBMP, by Notice sent to the Successful bidder, may terminate the Contract, in whom i.e or in part, at a time for its convenience. The Notice of termination shall specify that termination be for BBMP convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

29 Assignment

Neither BBMP nor the Successful bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Sl. No.	Special Conditions of Contract
1	Upon delivery of the Goods, the Successful bidder shall notify BBMP and send the following documents to BBMP: 3 copies of the Successful bidder's invoice showing the description of the Goods, quantity, unit price, and total amount; (a) Manufacturer's or Supplier's warranty certificate; (b) Inspection certificate issued by the Govt or BBMP nominated inspection agency, and the Supplier's factory inspection report; and (c) Certificate of origin. (d) Receipt of Goods from the authorized officer by Chief Commissioner of BBMP along with details of stock entry in BBMP. (e) Physical inspection report of authorized officer of BBMP.
2	The prices shall be fixed. No price adjustments shall be paid.
3	Procurement of 86 Numbers smaller mechanical sweeping machines 86 Numbers Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits Third party inspection by Govt. Authorized Quality inspection agencies will be done.
4	Payment of the Contract Price shall be made in the following manner as per the Section VI GCC clause 13. (a) Receipt of Equipment's: The Purchaser shall pay the Successful Bidder Seventy (70) percent of the capital Price. (b)On Acceptance: Remaining amount of the capital cost of Goods received shall be paid in 3 years' equal installments. (c) Inspection charges: The Third party inspection charges shall be paid by the Successful bidder.
5	The currencies for payments shall be Rupees (INR)
6	The BBMP shall not be responsible for any of the taxes, duties and levies imposed on Successful bidder.
7	Within Twenty (20) days of the receipt of notification of award from BBMP, the successful Bidder shall furnish the Performance Security equal to 5% contract value for procurement of machine cost in the form of Bank guarantee. The performance security on cost of machine to be valid for a period of three years The Performance Security shall be denominated in Indian Rupees only.
8	The types of acceptable Performance Securities are: A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/ Scheduled bank/ Internationally recognized bank in the form provided in the tender documents or another form acceptable to the BBMP or A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favor of the BBMP.; or Specified small savings instruments pledged to the BBMP.

9	Discharge of Performance Security shall take place: The 5% performance security for the capital cost to be paid by the bidder, which will be retained by BBMP up to the successful running of mechanical sweeping machines for contract period.
10	The packing, marking and documentation within and outside the packages shall be as mutually agreed between the Purchaser and Successful bidder prior to delivery of the Goods.
11	The insurance coverage shall be in accordance with: The Successful bidder should supply the vehicles and equipment's with transit insurance upto BBMP workshop/site. Further the Successful bidder will insure the Goods & vehicles facility in an amount equal to 100 percent of the price of the Goods & infrastructure from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.
12	Obligations for transportation of the Goods shall be on the Successful bidder
13	(a)The Successful bidder, purchaser and Government or BBMP appointed Third Party agency may jointly conduct inspections and testing of the Goods at Successful bidder Place before delivery to BBMP prior to issuance of the authorization for delivery by the BBMP. All costs involved in arranging and performing of such inspections and tests shall be borne by the Successful bidder (b) The Successful Bidder, BBMP shall jointly conduct final inspections and testing of the Goods after delivery to prior to acceptance of the Goods.
14	Tests and Inspections shall be carried out at the specified times or milestones, and places as specified Schedule of Supply.
15	The BBMP may require witnessing, prior to award of contract, the demonstration at any of the site where the bidder had claimed for experience. The bidder has to make necessary arrangements for such demonstration at the selected site.
16	The liquidated damage shall be: 0.75% of capital value per week of delay or part there of
17	The maximum amount of liquidated damages shall be: 10% of the capital price
18	The period of validity of the Warranty shall be: 730 days from date of Supply of each machine.
19	The amount of aggregate liability shall be: Equal to contract price

SECTION VIII - CONTRACT FORMS

Annexure 1

Performance Security for Procurement of 86 Numbers smaller mechanical sweeping machines Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits

Invitation for Bid No.: _____ Date: (Insert date)

To,
Executive Engineer-6,
SWM, BBMP
4th Floor, Annexure -3
N.R. Road, Bengaluru-560002

WHEREAS [insert complete name of Successful bidder] (hereinafter "the Successful bidder agency") has undertaken, pursuant to Contract No. [Insert number] dated [insert day and month], [insert year] to supply [brief description of the Goods and Related Services] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Successful bidder shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Successful bidder's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter "the Guarantor"), have agreed to give the Successful bidder a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Successful bidder, up to a total of [insert currency or currencies and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Successful bidder to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [insert currency or currencies and amount of guarantee in words and figures] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. -

This security is valid until the [insert day, month, and year]. **Name [insert complete name of person signing the Security]**

In the capacity of [insert legal capacity of person signing the Security]

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal and complete name of Guarantor] Date [insert date of signing]

Annexure 2 - Structure and Organization

Details of organization of manufacturers / approved dealers/ consortium to be submitted

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Package:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number/mobile number:
   (f) E-Mail Address:
   (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:
5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) A copy of the Memorandum of Understanding, as envisaged in **Clause 2.2.11 (f)**should be attached to the Bid.
   (c) Information regarding role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.11 (d)}
1.		
2.		

** Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member*.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (DBOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Signature of the Applicant

Seal:

Annexure 3 - Key Personnel

Details of key technical and Administrative Personnel with the applicant and those that would be assigned to the work.

A.	Details of the Board of Directors / Partners		
	a)	Name of the Director / partner	
	b)	Organization	
	c)	Address	
	d)	Remarks	
B.	Key Technical and administrative personnel / Authorized signatory		
	a)	Individual's name	
	b)	Qualifications	
	a)	Present position of office	
	b)	Professional experience and details of works carried out	
	a)	Year with the applicant	
	b)	How the individual would be involved in the contract	
C.	Remarks.		

Signature of the Applicant

Seal:

Contractor Executive Engineer-6 (SWM)

Annexure 4

A. Details of related works completed for the last three years

1	Name of work	
2	Order placed by (Full address of Purchaser)	
3	Order No and date	
4	Total tendered cost of work	
5	Brief description of related works including principal features and quantities of main items	
6	Period of completion	
	a) Originally stipulated time limit	
	b) Extended time limit	
	c) Actual time taken to complete of work in stipulated time limit / extended time limit	
	d) Reasons for non- completion of work in stipulated time limit /extended time limit	
7	Name of applicants Engineer –in charge of the work	
8	Were there any penalties /fines /stop notices /compensations/ liquidated damages imposed?(yes/No)(if yes ,give amount and explanation)	

Signature of the Applicant

Seal:

Contractor Executive Engineer-6 (SWM)

Annexure 5 - Financial Statement

Information regarding financial standing of the applicant.

(In Rs.)

Bidder type	Average Annual Turnover for past five years				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Single entity Bidder/ Lead Member					
Other Member of Consortium					
Total					

Name & address of Bidder's Bankers:

Any Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single Entity Bidder may be ignored.

Instructions:

1. Bidder shall submit the Turnover details.
2. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for the latest financial year preceding the Bid Due Date. The financial statements shall:
   (a) Reflect the financial situation of the Bidder or Consortium Members;
   (b) Be audited by a statutory auditor/chartered accountant in case of individuals, registered sole proprietorship firm and registered partnership firm;
   (c) Be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Year 1 shall be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (Three) months of the close of the latest financial year.
4. The Bidder shall provide a Statutory Auditor's Certificate/Chartered Accountant specifying the Turnover of the Bidder and also specifying the methodology adopted for calculating such net worth/turnover in the format given below.
5. For the purpose of the RFP, Annual Turnover shall mean:

   The total revenues as indicated in the audited annual statements.

6. Experience (Technical Capacity and Financial Capacity) of only the Bidder(s)/Members of consortium would be considered shall be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

The Bidder shall provide an Auditor's Certificate specifying the turnover of the Bidder and also specifying the methodology adopted for calculating such turnover.

Signature of the Applicant

Seal:

Annexure 6 - List showing relative of the applicant working in BBMP

Sl. No.	Name of Employee	Relationship with the applicant	Name of the Relation who are near relatives to Officers mentioned in col. 2	Remarks
(1)	(2)	(3)	(4)	(5)

Signature of the Applicant

Seal:

Contractor Executive Engineer-6 (SWM)

Annexure 7 - Information regarding Anti-Blacklisting -Affidavit

(On a Stamp Paper of value of min Rs.100)

I, M/s. ……. (Single Business Entity / Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Bruhat Bengaluru Mahanagara Palike ("BBMP") / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / urban local body / agency in India from participating in bidding process, either individually or as member of a Consortium as on the _____(Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ……..Day of ……., 20….

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person
To be executed separately by all the Members in case of Consortium

[Notary Seal and Signature]

Annexure 8 : Power of Attorney for Signing of Bid

(On a Stamp Paper of value of Rs.100)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in respect of the Assignment provided in Letter of Bid for the " ". (hereinafter referred to as BBMP) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority , representing us in all matters before the Authority , signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or cause

signed to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

…… (Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostles certificate.*

Annexure 9: Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of value of Rs.100)

Whereas the Bruhat Bengaluru Mahanagara Palike ("BBMP") has invited Bids from interested parties for " ". ("the Assignment"). Whereas, ……., ……., and ……. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignment and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF …….20__

For _____ (Name & Title)
For _____ (Name & Title)
For _____ (Name & Title)
Witnesses:
1
2

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure*.
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostles certificate.*

Annexure 10 - Additional Information

Please and any further information, which the applicant considers necessary in regard to the capabilities.

(Please give a brief a brief note indicating why the applicant considers himself eligible for prequalification for the work.)

Signature of the Applicant

SECTION IX: PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

(To be inserted in the Tender Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD).

SPECIFIC INSTRUCTIONS: -

1. The Sweeping machine shall be built to withstand the strength and vibration of the roads as well as those at landfill site. The Tenderers are requested to see dumping site in order to ensure the conditions under which the vehicles are expected to operate.
2. All moving parts shall be provided with adequate means of lubrication by providing nipples etc.
3. All reciprocating parts shall be suitably guarded.
4. The equipment shall be capable of being operated under average conditions for 8 hrs. Continuously with no drop of efficiency or any ill effects on its component.
5. The Sweeping machine will meet the requirement of Motor vehicle Act 1989 (Amended till date) with the latest norms, if any or It should be having valid approval from Transport department in INDIA.
6. The Tenderer will have to give the demonstration of the Sweeping machine offered whenever called for by the department.
7. The equipment shall be guaranteed for a period of two years.
8. The Tenderer shall fill in all the Annexure and sign the same, if the Tenderers fail to do so the tender will be rejected.
9. It will be the responsibility of the Tenderer to deliver the vehicle after the completion of the fabrication of the Sweeping machine equipment to Bengaluru. The charges applicable for the same including Octroi if any shall be included in the tender.
10. The prices for the equipment shall be inclusive of all taxes & duties namely, (Exclusive of GST), Custom duty, Excise duty, Octroi duty, Comprehensive insurance, vehicle registration, RTO Expenses, Incidental & other expenses, extra fitment etc. This shall be kept firm during the validity period or even in the extended validity period. No claim or any ground shall be entertained later on.
11. The successful Tenderer will take out the necessary insurance etc. for risk against fire, theft etc. The successful Tenderer will have to sign an indemnity bond on the stamp paper in this regard.
12. The delivery schedule of the vehicles shall be clearly stated in the tender.

13. The delivery of the Sweeping machines will have to be given at BBMP divisional offices.

14. The rate quoted by the Tenderer shall be as per the schedule of quantities attached. There will be no change in these rates under any circumstances.

15. The schedule of quantities should be completely filled as per the quantity for which Tenderer has quoted for. If there are any corrections overwriting etc. in this annexure then the tender will be rejected.

16. The telephone Nos. and names of the responsible persons shall be clearly stated in the tender. The Tenderer shall have proper communication system at their offices and residences of the concerned personnel so that in difficulty, they can be contacted.

17. In case of any dispute, the decision of Chief Commissioner, BBMP shall be taken as final and bindings.

18. The Tender shall be submitted along with the tender submittal duly signed on each page as a token of acceptance of the terms and conditions. The filling of the Annexure are compulsory.

19. As per prevailing rules, TDS will be deducted at source towards Income Tax from all the bills submitted to the department. The TDS certificates shall be given by Chief Accountant's office at Municipal Head Office.

20. The Tenderer must fill up the tender in the format given. If it is filled up in any other format, the same will be rejected.

21. The Tenderer must state names and address of all the partners including E-mail address of the firm in the space provided for in the tender document. Any tenderer failing to do so will render himself liable to have his tender deposit forfeited.

The Performance Standards and Corresponding Liquidated Damages is listed in the table below Liquidated Damages are over & above the non-performance deductions.

Note:

1. Photographic evidence shall be with date and time stamp

SECTION IX (A): FINANCIAL BID

Item	Item Description & Technical Specification	Unit	Quantity	Rate in Rs	Amount In Rs.
1	2	3	4	5	6
1	**Capital Cost of Battery Operated (EV) Mechanical Street Sweeping** Machines of effective dust collection capacity less than 2 Cum with center brush. The machine should be able suck PM2.5 and above particulate matter with robust features, cabins with all control panels. Electric Filter system should be able to filter upto PM2.5/Water recycling system or any other better system. The machine should sweep minimum 750mm sweeping width. The battery should be of capacity 100(Ah) along with minimum of 3000 battery life cycle.	**Nos**	**86**		
2	Annual Rate of interest towards withheld payment	**Percentage**	**9.75**		

Note: In case of discrepancy between unit price and total price, the unit price will prevail. Total tender price in Rs (Words)……..

Signature of Tenderer ……

Name and address: ……

Contractor Executive Engineer-6 (SWM)

SECTION X: CONTRACT FORM

THIS AGREEMENT made the .....day of..... 20 between..... *(Name of purchaser)* of..... *(Country of Purchaser)* (Hereinafter called "the Purchaser") of the one part and..... *(Name of Supplier)* of..... *(City and Country of Supplier)* (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ... *(Brief Description of Goods and Services) and* has accepted a tender by the Supplier for the supply of those goods and services in the sum of..... *(Contract Price in Words and Figures)* (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Tender Form and the Price Schedule submitted by the Tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
   Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Goods i.e. SWEEPING MACHINE EQUIPMENT	Quantity to be supplied	Unit price in Rs.	Total Price in Rs.	Delivery terms
01	Procurement of 86 Numbers smaller mechanical sweeping machines Battery Operated (EV) of capacity less than 2 cum for sweeping of local streets in dense populated areas such as Markets, Commercial Street in order to reduce the dust" in BBMP limits	86			

TOTAL VALUE: _____

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said..... (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
said..... (For the Supplier)

in the presence of:.....

Contractor Executive Engineer-6 (SWM)